

SECOND AMENDMENT OF LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF 180 MARSTUY LLC

This Second Amendment of Limited Liability Company Operating Agreement of 180 MARSTUY LLC (the "Company") (together with the schedules attached hereto, this "Amendment") is entered into by EHN Y LLC, as the "Developer" and 3 Spec Investors LLC, as the "Investor" (collectively the Developer and the Investor are the "Members").

WHEREAS, the first Operating Agreement of the Company was executed as of June 9, 2015 between the Members (the "Operating Agreement"); and

WHEREAS, the First Amendment of Limited Liability Company Operating Agreement was executed on or about June 14, 2017; and

WHEREAS, the Developer owns a 10% membership interest in the Company and the Investor owns a 90% membership interest in the Company; and

WHEREAS the Manager of the Company was defined as Yehuda D. Povarsky and Tomer Dafna; and

WHEREAS, the Members hereby amend ARTICLE 4 of the Company; and

WHEREAS this Amendment shall appoint new managers to the Company; and

WHEREAS Tomer Dafna desires to resign as manager of the Company; and

WHEREAS EHN Y LLC desires to sell all of its interest in the Company to 3 Spec Investors LLC for Ten (\$10.00) Dollars and other good and valuable consideration; and

WHEREAS, the Members of the Company agree to accept Tomer Dafna's resignation as Manager of the Company and to approve the sale by EHN Y LLC of its 10% interest in the Company to 3 Spec Investors LLC.

NOW, THEREFORE, for good and valuable consideration acknowledged by the Parties to this Amendment and in consideration of the terms and conditions contained herein to which the Parties have agreed to be legally bound, the Parties hereby stipulate and agree to amend the Operating Agreement of the Company and to make other changes to the Company as follows:

1. Tomer Dafna hereby resigns as Manager of the Company.
2. Tomer Dafna hereby sells and assigns all of his interest in the Company, if any, to 3 Spec Investors LLC.
3. The Members of the Company hereby accept Tomer Dafna's resignation as Manager of the Company.

4. Upon the execution of this Second Amendment, Tomer Dafna shall have no further rights to the Company in any manner whatsoever.

5. The Members of the Company hereby elect Yehuda D. Povarsky as Manager of the Company.

6. The Members of the Company hereby approve the sale of EHNY LLC's 10% membership interest in the Company to 3 Spec Investors LLC membership interest for Ten Dollars and other good and valuable consideration.

7. Upon the execution of this Second Amendment, EHNY LLC shall have no further rights to the Company in any manner whatsoever.

8. Tomer Dafna and EHNY LLC hereby resign from the Company and have sold any and all of their membership interest in the Company to 3 Spec Investors LLC.


9. The Operating Agreement shall remain in full force and effect except for the following amendments:

- a. The term Manager shall be amended and shall now be defined as Yehuda D. Povarsky who shall act as Manager.
- b. Article 4.1(a) is hereby amended to designate and appoint Yehuda D. Povarsky as Manager of the Company.
- c. Article 4.1(b) is hereby amended to state that "The Manager, Yehuda D. Povarsky, who must sign on any such documents, shall have the authority to bind the Company with respect to any matter including but not limited to **the absolute right, regardless of any other clause stated herein, to sell, distribute, release, gift an asset of the Company, to purchase an asset for the Company or to commence lawsuits and other proceedings in any manner whatsoever unilaterally and without a unanimous vote of the Members of the Company.** This is a material term of this Operating Agreement."
- d. Article 4.1(e) is hereby removed from the Operating Agreement.
- e. Article 4.5 is hereby removed from the Operating Agreement.
- f. Article 4.9 is hereby removed from the Operating Agreement.
- g. Article 7 is hereby removed from the Operating Agreement in its entirety.
- h. The Operating Agreement shall be revised to state: "Notwithstanding anything in this Operating Agreement to the contrary, the Manager shall not receive compensation for their actions as Manager."
- i. Article 12.12 and 12.15 are hereby removed from the Operating Agreement in its entirety.
- j. Article 14.1 is hereby amended to state that all notices shall be sent to "c/o Law Offices of Alan J. Waintraub PLLC, 97-17 64th Road, 3rd Floor, Rego Park, New York 11374".

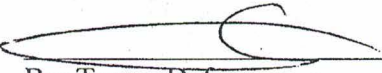
SIGNATURE PAGE TO FOLLOW

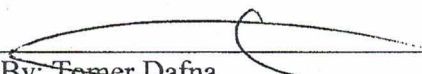
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective as of the day and year first above written.

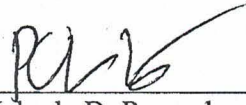
3 Spec Investors LLC


By: Yehuda D. Povarsky
Its: Manager

EHNY LLC

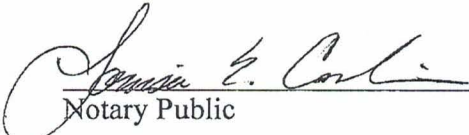

By: Tomer Dafna
Its: Member


By: Tomer Dafna
Its: Resigning Manager


By: Yehuda D. Povarsky
Its: Manager

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On May 3, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Tomer Dafna personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LOUISA E. CARLINO
Notary Public, State of New York
No. 01CA6200733
Qualified in Nassau County
Commission Expires February 9, 2021

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On May 3, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Yehuda D. Povarsky personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JENNIFER FORTE
Notary Public-State of New York
No. 01FO6318503
Qualified in Suffolk County
Commission Expires January 26, 2019